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V I R G I N I A :

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT:	EQUITABLE RESOURCES EXPLORATION,)	
	A Division of Equitable Resources,)	
	Energy)	
RELIEF:	AMENDMENT OF ORDER)	
	ENTERED JANUARY 12, 1993,)	
	AND RECORDED JANUARY 30,)	VIRGINIA
	1993 AT DEED BOOK 288, PAGE)	GAS AND OIL
	706, IN THE CLERK'S OFFICE)	BOARD
	OF THE CIRCUIT COURT OF)	
	DICKENSON COUNTY, VIRGINIA)	DOCKET NO.
	VGOB DOCKET NO. 92-1117-0287)	92- 1020 -0287-A

117

AMENDMENT TOREPORT OF THE BOARDFINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on November 17, 1992, Dickenson Conference Room, Southwest Virginia Education 4-H Center, Abingdon, Virginia. At said hearing, the Board granted the relief sought by the Applicant and pooled the interests in Drilling Unit served by Well numbered V-2266 pursuant to § 45.1-361.21, Code of Virginia, for the production of conventional natural gas, and the Board entered its Order pertaining to same on January 12, 1993, recorded January 30, 1993 at Deed Book 288, Page 706, in the Clerk's Office of the Circuit Court of Dickenson County, Virginia, VGOB Docket No. 92-1117-0287 (herein "Board's Order"). This amendment to the Board's Order is being entered and recorded with the Clerk's Office of Dickenson County to correct scrivener's errors in Paragraph 9.2 and Paragraph 11 of the Board's Order.

2. Findings:

2.1 The Board has heretofore entered its Order more particularly described in Paragraph 1 above.

2.2 Paragraph 9.2 of the Board's Order makes reference to net proceeds received by the Unit Operator for the sale of "Coalbed Methane Gas and gas condensate", when said reference should have been to "conventional natural gas". Paragraph 11 of the Board's Order failed to refer to the payment of royalties which might come due in the event of default resulting in a deemed lease pursuant to Paragraph 9.2.

3. Conclusion: Paragraphs 9.2 and 11 of the Board's Order are amended to correct the above-described scrivener's error by deleting said Paragraphs in toto and replacing them with the following language:

9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above, any gas or oil owner in Subject Drilling Unit who has not leased to the Operator and/or voluntarily agreed to pool their interests may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the

conventional natural gas produced from any well development covered by this Order [for purposes of this Order, net proceeds shall be actual proceeds received less all post-production costs incurred downstream of the wellhead, including, but not limited to, all gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said gas or oil owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within sixty (60) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for all right, title, interest, estates, and claims of such electing gas or oil owner to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

The election made under this Paragraph 9.2, when so made, shall be satisfaction in full for all right, title, interests, estates and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign all its right, title, interests, estates, and claims to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator.

11. Default By Participating Person: In the event a person elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, title, interest, estates and claims the consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within sixty (60) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for all right, title, interests, estates and claims of such person to gas and oil underlying Subject Drilling Unit in the Subject Lands covered hereby, except, however, for any 1/8th royalties which would become due pursuant to Paragraph 9.2 hereof.

4. Mailing of Order and Filing of Affidavit: Further, Paragraph 18 of the Board's Order is hereby amended to provide that Applicant or its Attorney shall file an affidavit with the Secretary of the Board within ten (10) days after the date of receipt of this Order stating that a true and correct copy of this Amendment as well as a true copy of the Board's Order being amended hereby

were mailed within seven (7) days from the date of receipt of this Amendment to each person pooled by the Board's Order whose address is known, and the election period set forth in Paragraph 8 of the Board's Order is hereby extended to thirty (30) days from the date this amendment to the Board's Board is recorded in the county above named.

5. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 3rd day of February, 1993, by a majority of the Virginia Gas and Oil Board.

Benny R. Wampler
Chairman, Benny R. Wampler

DONE AND PERFORMED this 3rd day of February, 1993, by Order of this Board.

Byron Thomas Fulmer
Byron Thomas Fulmer
Principal Executive to the Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 3rd day of February, 1993, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 3rd day of February, 1993, personally before me a notary public in and for the Commonwealth of Virginia, appeared Byron Thomas Fulmer, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94

VIRGINIA:

BOOK 288 PAGE 706

BEFORE THE VIRGINIA GAS AND OIL BOARD

APPLICANT: EQUITABLE RESOURCES EXPLORATION)
A Division of Equitable Resources)
Energy Company)
)
RELIEF SOUGHT: (1) ESTABLISHMENT OF THE DRILLING) VIRGINIA GAS
UNIT DESCRIBED IN EXHIBIT "A") AND OIL BOARD
HERETO AND SERVED BY WELL NO.)
V-2266 (herein "Subject) DOCKET NO.
Drilling Unit") PURSUANT TO)
§ 45.1-361.20, CODE OF) VGOB 92-1117-0287
VIRGINIA, AND (2) POOLING OF)
INTERESTS IN SUBJECT DRILLING)
UNIT PURSUANT TO § 45.1-361.21,)
CODE OF VIRGINIA, FOR THE)
PRODUCTION OF CONVENTIONAL NATURAL)
GAS FROM SUBJECT FORMATIONS)
(herein sometimes referred to as)
"Gas"))
)
)
LEGAL DESCRIPTION:)
)
DRILLING UNIT SERVED BY WELL NUMBERED)
V-2266 TO BE DRILLED IN THE LOCATION)
DEPICTED ON EXHIBIT A HERETO,)
HAYSI QUADRANGLE,)
SANDLICK MAGISTERIAL DISTRICT,)
DICKENSON COUNTY, VIRGINIA)
(the "Subject Lands" are more)
particularly described on Exhibit)
"A", attached hereto and made a)
part hereof))

REPORT OF THE BOARD

FINDINGS AND ORDER

1. Hearing Date and Place: This matter came on for hearing before the Virginia Gas and Oil Board (hereafter "Board") at 9:00 a.m. on November 17, 1992, Dickenson Conference Room, Southwest Virginia Education 4-H Center, Abingdon, Virginia.

2. Appearances: Richard A. Counts appeared for the Applicant; Sandra B. Riggs, Assistant Attorney General, was present to advise the Board.

3. Jurisdiction and Notice: Pursuant to § 45.1-361.1 et seq., Virginia Code, 1950 as amended, the Board finds that it has jurisdiction over the subject matter. Based upon the evidence presented by Applicant, the Board also finds that the Applicant has (1) exercised due diligence in conducting a meaningful search of reasonably available sources to determine the identity and whereabouts of each gas or oil owner, coal owner, or mineral owner having an interest in Subject Drilling Unit underlying and comprised of Subject Lands; (2) has given notice to all parties (hereafter sometimes "person(s)" whether referring to individuals, corporations, partnerships, associations, companies, businesses, trusts, joint ventures or other legal entities) entitled by § 45.1-361.19, Virginia Code, 1950 as amended, to notice of this application; and (3) that the persons set forth in Exhibit B hereto have been identified by applicant as owners of gas or oil, coal or mineral interests underlying Subject Drilling Unit,

including those who have not heretofore leased to the Operator and/or voluntarily agreed to pool their interests. Further, the Board has caused notice of this hearing to be published as required by § 45.1-361.19.B, Virginia Code, 1950 as amended. Whereupon, the Board hereby finds that the notices given herein satisfy all statutory requirements, Board rule requirements and the minimum standards of state due process.

4. Amendments: None.

5. Dismissals: None.

6. Relief Requested: Applicant requests (1) that pursuant to § 45.1-361.20, Code of Virginia, 1950, as amended, the Board establish Subject Drilling Unit to be served by Well No. V-2266; (2) that pursuant to § 45.1-361.21, Code of Virginia, 1950 as amended, the Board pool the rights, interests and estates of the known and unknown persons listed in Exhibit B hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, for the drilling and operation, including production, of Gas produced from the Subject Drilling Unit established for the formation described as from the surface to the total depth drilled of 4,710 feet, and all areas between, including, but not limited to the Lee Sands, Ravencliff, Maxon, Big Lime, Borden, Coffee Shale, Berea and Devonian Shale formations (herein "Subject Formations") underlying and comprised of the Subject Lands, (hereafter sometimes collectively identified and referred to as "well development and/or operation in the Subject Drilling Unit"); and, (3) that the Board designate Applicant as Unit Operator.

7. Relief Granted: The requested relief in this cause be and hereby is granted and: (1) Pursuant to § 45.1-361.20, Code of Virginia, 1950 as amended, the Board hereby establishes Subject Drilling Unit; (2) pursuant to § 45.1-361.21.C.3, Code of Virginia, 1950 as amended, Equitable Resources Exploration (hereafter "Unit Operator") is designated as the Operator authorized to drill and operate the well in the Subject Drilling Unit to produce conventional gas from Subject Formations, subject to the permit provisions contained in § 45.1-361.27 et seq., Code of Virginia, 1950 as amended, to § 480-05-22.1 et seq., Gas and Oil Regulations and to § 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time; and (3) the Gas interests and estates in Subject Drilling Unit of the known and unknown persons listed on Exhibit B, attached hereto and made a part hereof, and their known and unknown heirs, executors, administrators, devisees, trustees, assigns and successors, both immediate and remote, leased or unleased, be and hereby are pooled in the Subject Formations in the Subject Drilling Unit underlying and comprised of the Subject Lands.

<u>Subject Formations</u>	<u>Unit Size</u>	<u>Permitted Well Location</u>	<u>Field and Well Classification</u>
Commencing at the surface to the total depth drilled of 4,710 feet), and all areas between, including, but not limited to the Lee Sands, Ravencliff, Maxon, Big Lime, Borden, Coffee Shale, Berea and Devonian Shale formations	Approximately 125.66-acre circular drilling unit	V-2266 (See Exhibit A for location)	No applicable field rules; conventional gas and oil well under Statewide Spacing §45.1-361.17 Code of Virginia, as amended

For the Subject Drilling Unit
underlying and comprised of the Subject
Land Served by Well No. V-2266

Dickenson County, Virginia.

8. Election and Election Period: Any gas or oil owner named in Exhibit B who has not heretofore leased to the Operator and/or voluntarily agreed to pool their interests in the Gas in the Subject Drilling Unit may elect one of the options set forth in Paragraph 9 below and must give written notice of his election of the option selected under Paragraph 9 herein to the designated Unit Operator at the address shown below within thirty (30) days from the date this Order is recorded in the county above named. A timely election shall be deemed to have been made if, on or before the last day of said 30-day period, such electing person has delivered his written election to the designated Unit Operator at the address shown below or has duly postmarked and placed its written election in first class United States mail, postage prepaid, addressed to the Unit Operator at the address shown below.

9. Election Options:

9.1 Option 1 - To Participate In The Development and Operation of the Drilling Unit: Any gas or oil owner named in Exhibit B who has not leased to the Operator and/or voluntarily agreed to pool their interest in Subject Drilling Unit may elect to participate in the development and operation of the Subject Drilling Unit (hereafter "Participating Operator") by agreeing to pay the estimate of such Participating Operator's proportionate part of the actual and reasonable costs, including a reasonable supervision fee, of the well development and operation in the Subject Drilling Unit, as more particularly set forth in Virginia Gas and Oil Board Regulation VR 480-05-22.2, Section 10 (herein "Completed for Production Costs"). Further, a Participating Operator agrees to pay the estimate of such Participating Operator's proportionate part of the Estimated, Completed-for-Production Costs as set forth below to the Unit Operator within forty-five (45) days from the later of the date of mailing or the date of recording of this Order. The estimated Completed-for-Production Costs for the Subject Drilling Unit are as follows:

Estimated, Completed-for-Production Costs:

\$239,060.00

A Participating Operator's proportionate cost hereunder shall be that portion of said costs which the net mineral acres in the Subject Drilling Unit owned or claimed by such Participating Operator bears to the total number of mineral acres in Subject Drilling Unit. Provided, however, that in the event a Participating Operator elects to participate and fails or refuses to pay the estimate of his proportionate part of the Estimated, Completed-for-Production Costs as set forth above, all within the time set forth herein and in the manner prescribed in Paragraph 8 of this Order, then such Participating Operator shall be deemed to have elected not to participate and to have elected compensation in lieu of participation pursuant to Paragraph 9.2 herein.

9.2 Option 2 - To Receive A Cash Bonus Consideration: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above, any gas or oil owner who has not

leased to the Operator and/or voluntarily agreed to pool their interests in Subject Drilling Unit may elect to accept a cash bonus consideration of \$5.00 per net mineral acre owned by such person, commencing upon entry of this Order and continuing annually until commencement of production from Subject Drilling Unit, and thereafter a royalty of 1/8th of 8/8ths [twelve and one-half percent (12.5%)] of the net proceeds received by the Unit Operator for the sale of the Coalbed Methane Gas and gas condensate produced from any well development covered by this Order [for purposes of this Order, net proceeds shall be actual proceeds received less all post-production costs incurred downstream of the wellhead, including, but not limited to, all gathering, compression, treating, transportation and marketing costs, whether performed by Unit Operator or a third person) as fair, reasonable and equitable compensation to be paid to said gas or oil owner. The initial cash bonus shall become due and owing when so elected and shall be tendered, paid or escrowed within sixty (60) days of recording of this Order. Thereafter, annual cash bonuses, if any, shall become due and owing on each anniversary of the date of recording of this order in the event production from Subject Drilling Unit has not theretofore commenced, and once due, shall be tendered, paid or escrowed within sixty (60) days of said anniversary date. Once the initial cash bonus and the annual cash bonuses, if any, are so paid or escrowed, said payment(s) shall be satisfaction in full for all right, title, interest, estates, and claims of such electing gas or oil owner to the Gas produced from Subject Formation in the Subject Lands, except, however, for the 1/8th royalties due hereunder.

The election made under this Paragraph 9.2, when so made, shall be satisfaction in full for all right, title, interests, estates and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to and hereby does lease and assign all its right, title, interests, estates, and claims to the Gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator.

- 9.3. Option 3 - To Share In The Development And Operation As A Non-Participating Person On A Carried Basis And To Receive Consideration In Lieu Of Cash: In lieu of participating in the development and operation of Subject Drilling Unit under Paragraph 9.1 above and in lieu of receiving a cash bonus consideration under Paragraph 9.2 above, any gas or oil owner named in Exhibit B who has not leased to the Operator and/or voluntarily agreed to pool their interests in Subject Drilling Unit may elect to share in the development and operation of Subject Drilling Unit on a carried basis (as a "Carried Well Operator") so that the proportionate part of the Completed-for-Production Costs hereby allocable to such Carried Well Operator's interest is charged against such Carried Well Operator's share of production from Subject Drilling Unit. All of such Carried Well Operator's rights, title, interests, estates and claims in Subject Drilling Unit shall be deemed and hereby are assigned to the Unit Operator until the proceeds from the sale of such Carried Well Operator's share of production from Subject Drilling Unit (exclusive of any royalty, excess or overriding royalty, or other non-operating or non cost-bearing burden reserved in any lease, assignment thereof or agreement relating thereto covering such interest) equals three hundred percent (300%) for a leased interest or two hundred percent (200%) for an unleased interest (whichever is applicable) of such Carried Well Operator's share of the Completed-for-Production Costs allocable to the interest of such Carried Well Operator. When the Unit Operator recoups and recovers from such Carried Well Operator's assigned interest the amounts provided for above, then, the assigned

interest of such Carried Well Operator shall automatically revert back to such Carried Well Operator, and from and after such reversion, such Carried Well Operator shall be treated as if it had participated initially under Paragraph 9.1 above; and thereafter, such participating person shall be charged with and shall pay his proportionate part of all further costs of such well development.

The election made under this Paragraph 9.3, when so made, shall be satisfaction in full for all rights, title, interests, estates and claims of such electing person in any well development and operation covered hereby and such electing person shall be deemed to have and hereby does assign all its rights, title, interest, estates and claims in the gas produced from Subject Formation in the Subject Drilling Unit to the Unit Operator for the period of time during which its interest is carried as above provided prior to its reversion back to such electing person.

10. Failure to Properly Elect: In the event a person fails to elect within the time, in the manner and in accordance with the terms of this Order or the alternatives set forth in Paragraph 9 above, such person accepts as to such person's interest, then such person shall be deemed to have elected not to participate in the proposed development and operation of Subject Drilling Unit and shall be deemed, subject to a final legal determination of ownership, to have elected to accept as satisfaction in full for all such person's right, title, interests, estates and claims the consideration provided in Paragraph 9.2 above for which its interest qualifies and shall be deemed to have leased and/or assigned all his right, title, interests, estates and claims to Gas in the Subject Drilling Unit to the Unit Operator. Persons who fail to properly elect shall be deemed to have accepted the compensation and terms set forth herein at Paragraph 9.2 in satisfaction in full for all right, title, interests, estates and claims of such person to the Gas in the Subject Lands underlying Subject Drilling Unit.

11. Default By Participating Person: In the event a person elects to participate under Paragraph 9.1, but fails or refuses to pay, to secure the payment or to make an arrangement with the Unit Operator for the payment of such person's proportionate part of the Estimated Completed-for-Production costs as set forth herein, all within the time and in the manner as prescribed in this Order, then such person shall be deemed to have withdrawn his election to participate and shall be deemed to have elected to accept as satisfaction in full for such person's right, title, interest, estates and claims the cash bonus consideration provided in Paragraph 9.2 above for which his interest qualifies depending on the excess burdens attached to such interest. Whereupon, any such cash bonus consideration due as a result of such deemed election shall be tendered, paid or escrowed by Unit Operator within sixty (60) days after the last day on which such defaulting person under this Order should have paid his proportionate part of such cost or should have made satisfactory arrangements for the payment thereof. When such cash bonus consideration is paid or escrowed, it shall be satisfaction in full for all right, title, interests, estates and claims of such person to Gas underlying Subject Drilling Unit in the Subject Lands covered hereby.

12. Assignment of Interest: In the event a person elects or fails to elect to do other than participate under Paragraph 9.1 above in the development and operation of the Gas well in Subject Drilling Unit, then such person shall be deemed to have and shall have assigned unto Unit Operator all of such person's right, title, interests, estates and claims in and to said well, in Subject Formations in Subject Drilling Unit, and other share in Gas production to which such person may be entitled by reason of any election or deemed election hereunder.

13. Unit Operator (or Operator): Equitable Resources Exploration be and hereby is designated as Unit Operator authorized to drill and operate Well No. V-2266 in Subject Formations in Subject Drilling Unit, all subject to the permit provisions contained in Section 45.1-361.27 et seq., Code of Virginia, 1950 as amended, §§ 480-05-22.1 et seq., Gas and Oil Regulations and §§ 480-05-22.2 et seq., Virginia Gas and Oil Board Regulations, all as amended from time to time, and all elections required by this Order shall be communicated to Unit Operator in writing at the address shown below:

Richard A. Counts
Counsel for Equitable Resources Exploration
2550 East Stone Drive, Suite 120
Kingsport, TN 37660
Phone: (615) 378-4999
Fax: (615) 378-4097

14. Commencement of Operations: Unit Operator shall commence or cause to commence operations for the drilling of any well covered hereby within three hundred and sixty-five (365) days from the date of this Order and shall prosecute the same with due diligence. If Unit Operator shall not have so commenced and/or prosecuted, then this Order shall terminate, except for any cash sums becoming payable hereunder; otherwise, unless sooner terminated by Order of the Board, this Order shall expire at 12:00 P.M. on the date on which any well covered by this Order is permanently abandoned and plugged. However, in the event an appeal is taken from this Order, then the time between the filing of the Petition for Appeal and the final Order of the Circuit Court shall be excluded in calculating the one year period referenced herein.

15. Operator's Lien: Unit Operator, in addition to the other rights afforded hereunder, shall have a lien and a right of set off on the mineral estates, rights, and interests owned by any person subject hereto who elects to participate under Paragraph 9.1 in the Subject Drilling Unit to the extent that costs incurred in the drilling or operation on the Subject Drilling Unit are a charge against such person's interest. Such liens and right of set off shall be separable as to each separate person and shall remain liens until the Unit Operator drilling or operating any well covered hereby has been paid the full amounts due under the terms of this Order.

16. Escrow Provisions:

16.1 Escrow Account: By this Order, the Board instructs the Escrow Agent named herein or any successor named by the Board to establish an interest-bearing escrow account, (herein "the Escrow Account") to receive and account to the Board pursuant to its agreement for the escrowed funds hereafter described:

Tazewell National Bank
P. O. Box 909
Tazewell, VA 24651
(herein "Escrow Agent")

16.2. Escrow Provisions For Unknown or Unlocatable Persons: If any payment of bonus, royalty payment or other payment due and owing under this Order cannot be made because the person entitled thereto cannot be located or is unknown, then such cash bonus, royalty payment, or other payment shall not be commingled with any funds of the Unit Operator and shall, pursuant to Section 45.1-361.21.D, Code of Virginia, 1950 as amended, and said sums shall be deposited by the Operator into the Escrow Account, commencing within sixty (60) days of recording of this Order, and continuing thereafter on a monthly basis with each deposit to be made, by use of a report format approved by the Inspector, by a date which is no later than sixty (60) days after the last day of the month being reported and/or for which funds are subject to deposit. Such funds shall be held for the exclusive use of, and sole benefit of the person entitled thereto until such funds can be

paid to such person(s) or until the Escrow Agent relinquishes such funds as required by law or pursuant to Order of the Board in accordance with § 45.1-361.21.D., Code of Virginia, 1950 as amended.

17. Special Findings: The Board specifically and specially finds:
- 17.1 Applicant is a division of Equitable Resources Energy Company, a corporation duly authorized and qualified to transact business in the Commonwealth of Virginia;
- 17.2 Applicant claims ownership of gas leases on 98.5393 percent of Subject Drilling Unit and the right to explore for, develop and produce conventional gas and oil from same.
- 17.3 Applicant is an operator in the Commonwealth of Virginia and has satisfied the Board's requirements for operations in Virginia;
- 17.4 Applicant has proposed the drilling of Well No. V-2266 on the Subject Drilling Unit to develop the pool of Gas in Subject Formations.
- 17.5 Set forth in Exhibit B is the name and last known address of each person of record identified by the Applicant as gas or oil, coal or mineral owners who may have or claim an interest in the Gas in Subject Drilling Unit underlying and comprised of Subject Lands.
- 17.6 The proposed depth of Well No. V2266 is 4,710 feet.
- 17.7 The estimated production over the life of the proposed well is 399,998 mcf.
- 17.8 Applicant's evidence established that the fair, reasonable and equitable compensation to be paid to any person in lieu of the right to participate in any well covered hereby are those options provided in Paragraph 9 above.
- 17.9 The Subject Drilling Unit does not constitute an unreasonable or arbitrary exercise of Applicant's right to explore for or produce Gas.
- 17.10 The relief requested and granted is just and reasonable, is supported by substantial evidence and will afford each person in the Subject Drilling Unit the opportunity to recover or receive, without unnecessary expense, each person's just and fair share of the production of the Gas from Subject Drilling Unit. The granting of the Application and relief requested therein will ensure to the extent possible the greatest ultimate recovery of conventional gas, prevent or assist in preventing the various types of waste prohibited by statute and protect or assist in protecting the correlative rights of all persons in the subject common sources of supply in the Subject Lands. Therefore, the Board is entering an Order granting the relief herein set forth.
18. Mailing Of Order And Filing Of Affidavit: Applicant or its Attorney shall file an affidavit with the Secretary of the Board within sixty (60) days after the date of receipt of this Order stating that a true and correct copy of said Order was mailed within seven (7) days from the date of receipt of this Order to each person pooled by this Order whose address is known.

19. Availability of Unit Records: The Director shall provide all persons not subject to a lease with reasonable access to all records for Subject Drilling Unit which are submitted by the Unit Operator to said Director and/or his Inspector(s).

20. Conclusion: Therefore, the requested relief and all terms and provisions set forth above be and hereby are granted and IT IS SO ORDERED.

21. Effective Date: This Order shall be effective on the date of its execution.

DONE AND EXECUTED this 12th day of January, 1993, by a majority of the Virginia Gas and Oil Board.

Benny R. Wampler
Chairman, Benny R. Wampler

DONE AND PERFORMED this 12th day of January, 1993, by Order of this Board.

Byron Thomas Fulmer
Byron Thomas Fulmer
Principal Executive To The Staff
Virginia Gas and Oil Board

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 12th day of January, 1993, personally before me a notary public in and for the Commonwealth of Virginia, appeared Benny Wampler, being duly sworn did depose and say that he is Chairman of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94

STATE OF VIRGINIA)
COUNTY OF WISE)

Acknowledged on this 12th day of January, 1993, personally before me a notary public in and for the Commonwealth of Virginia, appeared Byron Thomas Fulmer, being duly sworn did depose and say that he is Principal Executive to the Staff of the Virginia Gas and Oil Board, that he executed the same and was authorized to do so.

Susan G. Garrett
Susan G. Garrett
Notary Public

My commission expires 7/31/94

Well Coordinates: (Clinchfield Coal Co.)
N 34918.22 E 31023.36

Latitude 37° 12' 30"

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Well elevation determined by
trigonometric leveling from
BM 51 WSM

Lease No. PO-148 / T-257

R. J. Colley Tr.

440.10 Acres

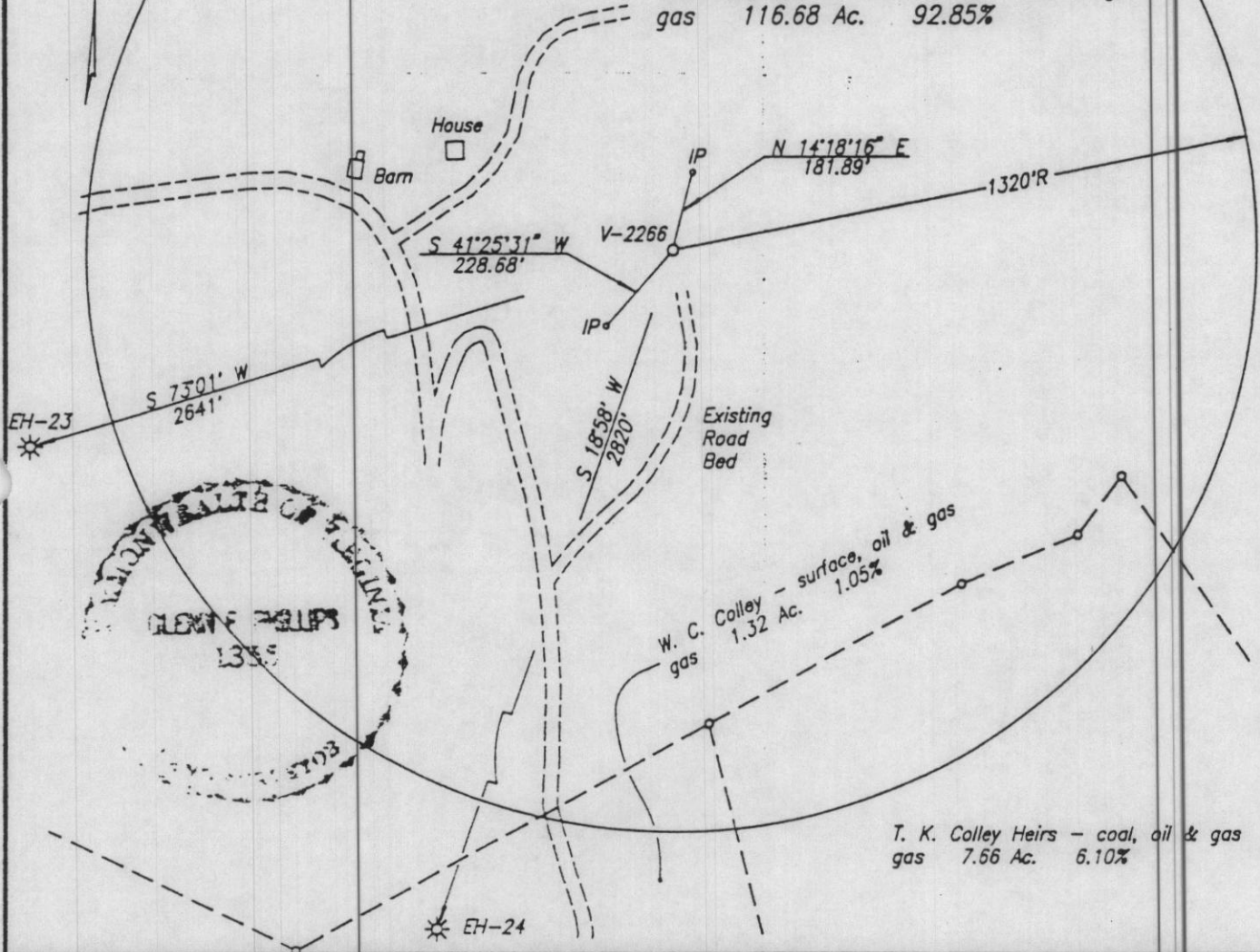
Gary Vance - surface

+ Clinchfield Coal Company /

Pyxis Resources Company - coal

Pine Mountain Oil & Gas, Inc. - oil & gas

gas 116.68 Ac. 92.85%



WELL LOCATION PLAT

COMPANY Equitable Resources Exploration, Inc. WELL NAME AND NUMBER V-2266
TRACT NO. PO-148 / T-257 ELEVATION 1680.82 QUADRANGLE Haysi
COUNTY Dickenson DISTRICT Sandlick SCALE 1" = 400' DATE 3-23-1992

This Plat is a new plat x; an updated plat ; or a final location plat

+ Denotes the location of a well on United States topographic Maps, scale 1 to 24,000, latitude and longitude lines being represented by border lines as shown.

Mr. F. Phillips

~~Licensed Professional Engineer or~~ Licensed Land Surveyor

Revised
11/16/92EXHIBIT "B"

V-2266

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
1	Pine Mountain Oil & Gas Attn: Richard Brillhart Tract T-257 P.O. Box 4000 Lebanon, VA 24266	Leased-EREX PO-148	92.85%	116.68
2	Mildred Sword A.I.F. for Mae Colley Elswick, widow P.O. Box 108 Pikeville, KY 42501	Leased-EREX 243847L21	.8715	1.095
	Hazel Jackson & Earl G. Jackson P.O. Box 787 Pound, VA 24279	Leased-EREX 243847L18	.2179	.2740
	Anne Jackson and H.C. Jackson P.O. Box 206 Pound, VA 24279	Leased-EREX 243847L17	.2179	.2740
	Helen J. Sutherland, widow P.O. Box 787 Pound, VA 24279	Leased-EREX 243847L16	.2179	.2740
	Katherine Jackson and V.F. Jackson P.O. Box 297 Big Stone Gap, VA 24219	Leased-EREX 243847L15	.2179	.2740
	John R. Craig, Jr. and Josephine Craig P.O. Box 187 Maynardville, TN 37807	Leased-EREX 243847L05	.2179	.2740
	Phillis F. Bennett and James L. Bennett 9527 Old Maynardville Pk. Maynardville, TN 37807	Leased-EREX 243847L04	.2179	.2740
	Wilhamina Proctor, widow 1034 Tolston Rd. McClellan, VA 22102	Leased-EREX 243847L03	.4358	.547
	Virginia C. Porter, widow 5932 Dairy Rd NE Roanoke, VA 24019	Leased-EREX 243847L12	.8715	1.095

EXHIBIT "B"

V-2266

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Joel French and Mary C. French 606 Market St. Clintwood, VA 24228	Leased-EREX 243847L20	.1743	.22
	Katherine Childress & Stanford J. Childress 6405 NE 94th Ave. Vancouver, WA 98662	Leased EREX 243847L06	.1743	.22
	Margaret Jackson and William E. Jackson 227 Annswood Road Martinez, GA 30907	Leased-EREX 243847L02	.2179	.2740
	Lois B. Jackson and Fred C. Jackson 8 Tarpon Ave. Ashville, NC 28806	Leased-EREX 243847L01	.1089	.136
	Adoelphus Haney and Geraldine Haney Rt. 1 Box 20A Summerville, WV 26651	Leased-EREX 243847L14	.0545	.068
	Timothy E. Jackson (single) 4250 E. 29th St. #71 Tucson, AZ 85711	Leased-EREX 243847L08	.0136	.017
	Shirley Trimble and James H. Trimble P.O. Box 258 Ivel, KY 41642	Leased-EREX 243847L07	.0044	.005
	Bonnie T. Holsen and Joe Holsen 97 Margaret Dr., Box 97 Nitro, WV 25143	Leased-EREX 243847L11	.0044	.005
	Dinah Stratton and Danny Stratton 118 Longhunters Trail Glasgow, KY 42141	Leased-EREX 243847L13	.0044	.005
	Francis Burchett and June T. Burchett 601 Fox Avenue Ypsilanti, MI 49198	Leased EREX 243847L09	.0044	.005
	Ruby T. Lewis, widow P.O. Box 178 Ivel, KY 41642	Leased-EREX 243847L10	.0044	.005

EXHIBIT "B"

V-2266

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Burns C. Childress and Pauline Childress 130 Holston St. Agingdon, VA 24210	Leased-EREX 243847L19	.1743	.22
	Fern Lawley and Harold E. Lawley, c/o Mrs. Ernestine Jo Shaver 191 Kenilworth Drive Akron, OH 44313	unleased	.4357	.547
	Cecil C. Childress, widower 5150 Golden Gate Ave. Oakland, CA 94618	unleased	.1743	.22
	Laura E. Russell and Roy R. Russell 123 Clyde Street Hampton, VA 23669	unleased	.1743	.22
	James N. Jackson address unknown	unleased	.1089	.136
	Carson Jackson and Alice Jackson 440 Ashley Lane, Box 441 Summerville, WV 26651	unleased	.0545	.068
Dismiss	Bonnie Ward, widow 8330 N. 19th Ave., Apt. 103 Phoenix, AZ 85021	leased-EREX 243847L	.0545	.068
	Pamela Lee Ferguson and Alex Ferguson 1908 N. Le Baron Mesa, AZ 85201	unleased	.0136	.017
	Marie W. Trimble P.O. Box 672 Pikeville, KY 41501	unleased	.0311	.039
	Mary Trimble, widow P.O. Box 1019 Pikeville, KY 41501	unleased	.0311	.039
	Bettie Trimble, widow 630 Bateswood Drive Lexington, KY 40502	unleased	.0311	.039
	H. Mandt and Mary T. Mandt 630 Bateswood Drive Lexington, KY 40502	unleased	.0311	.039

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EXHIBIT "B"
V-2266

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	June T. Marty, widow 7833 Quarter Main Ave. Cincinnati, OH 45236	unleased	.0311	.039
	Mae Murphy, widow 3865 Matson Ave. Cincinnati, OH 45236	unleased	.0311	.039
	Jerry R. Trimble and Ann Trimble P.O. Box 45 Ivel, KY 41642	unleased	.0044	.005
	Don B. Trimble, widower P.O. Box 146 Ivel, KY 41642	unleased	.0044	.005
	Ruth Fleming, widow 800 Longview, Apt. 122 Knoxville, TN 37919	Leased 243847L22	.1452	.181
	Sara Lou Kennedy 546 West Stone Drive Kingsport, TN 37660	unleased	.0726	.091
	Alice G. Elkins P.O. Box 3 Clintwood, VA 24228	unleased	.0726	.091
	Hansel D. Fleming P.O. Box 478 Clintwood, VA 24228	unleased	.0726	.091
	Sherrie Leigh Creech P.O. Box 460 Clintwood, VA 24228	unleased	.0726	.091
	Teresa Mann and Harold Mann P.O. Box 233 Lakeville, NY 14480	unleased	.0136	.017
	William G. Jackson 5217 E. 27th St. Tucson, AZ 85711	Leased 243847L23	.0136	.017
3	W.C. Colley and Ruby Colley Route 2, Box 712 Haysi, VA 24256	Leased to Virginia Gas Co.	1.050	1.32

Dismiss

Dismiss

EXHIBIT "B"
V-2266

<u>TRACT</u>	<u>LESSOR</u>	<u>LEASE STATUS</u>	<u>INTEREST WITHIN UNIT</u>	<u>GROSS ACREAGE IN UNIT</u>
	Remainderman:			
	Kenneth Colley Route 2, Box 712 Haysi, VA 24256			
	Nancy Owens and Mark Owens 3237 Huntleigh Drive Raleigh, NC 27601			
	Melinda Wallen and Buddy Wallen P.O. Box 705 Clintwood, VA 24228			
	TOTAL		100.00%	125.66
	Percentage of unit leased		98.5393	
	Percentage of unit unleased		1.4607	

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF DICKENSON COUNTY, Jan. 30, 1993. This deed was this day presented in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record at 1:13 o'clock PM, after payment of \$ — tax imposed by Sec. 58.1-802.

TESTE: JOE TATE, CLERK

Original returned this date to: Diane DavisBY: [Signature] D. CLERK